


B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS BDC Group Inc.	DEFENDANTS Breakout Capital, LLC; Green Note Capital Partners SPV LLC; KYF Global Partners; Marlin Capital Solutions (nka PEAC Solutions); Kyle Enterprises, LLC; and Sheets Sterling, Inc.			
ATTORNEYS (Firm Name, Address, and Telephone No.) Ag and Business Legal Strategies PO Box 11425, Cedar Rapids, IA 52410 (319) 363-1641	ATTORNEYS (If Known) Jason A. Gang (Green Note Capital Partners SPV LLC), Matthew Devendorf (Breakout Capital LLC), and Kevin Abbott (Sheets Sterling, Inc.)			
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee			
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Injunction extending the automatic stay under 11 U.S.C. §§ 105 & 362(a).				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div> </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div>	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23			
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$			
Other Relief Sought				

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR BDC Group Inc.		BANKRUPTCY CASE NO. 23-00484
DISTRICT IN WHICH CASE IS PENDING Northern District of Iowa	DIVISION OFFICE Cedar Rapids	NAME OF JUDGE Thad J. Collins
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE September 14, 2023		PRINT NAME OF ATTORNEY (OR PLAINTIFF) Austin J. Peiffer

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA**

IN RE: BDC Group Inc., Debtor.	Chapter 11 Bankruptcy No. 23-00484
BDC Group Inc., Plaintiff, v. Breakout Capital, LLC; Green Note Capital Partners SPV LLC; KYF Global Partners; Marlin Capital Solutions (nka PEAC Solutions); Kyle Enterprises, LLC; and Sheets Sterling, Inc. Defendants.	Adversary No. _____ COMPLAINT FOR INJUNCTIVE RELIEF

The Plaintiff is the Debtor in the above captioned bankruptcy. The Plaintiff's President and Founder is Mr. Dennis Bruce of Marion, IA. The President of the Debtor guaranteed numerous loans to the Debtor and the Defendants, and presumably other creditors of the Debtor and Plaintiff in this adversary proceeding allege for its Complaint, upon knowledge of its own acts and upon information and belief as to other matters, as follows:

INTRODUCTION

1. This is an adversary proceeding brought under Rules 7001(7) and 7065 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and § 105 of title 11 of the United States Code (the "Bankruptcy Code") seeking an injunction extend the automatic stay to protect Debtor's President, Dennis Bruce, from Defendants' continuation of their active judicial actions or proceedings¹

1. *Green Note Capital Partners SPV, LLC, vs. BDC Group, Inc. dba BDC Group, and Dennis C. Bruce*, filed as index No. 515219/2023 on May, 23, 2023 in the Supreme Court of the State of New York,

(the “Pending Actions”), or any other judicial actions or proceedings that could have been commenced before the commencement of this case against Dennis Bruce (“Related Party,” and the claims against him described in this paragraph the “Related Party Claims”) for his guaranties of the Debtor’s debts. *See In re R & G Fin. Corp.*, 441 B.R. 401, 407–08 (Bankr. D.P.R. 2010) (holding a request to extend the automatic stay is a request for injunctive relief that must be brought as an adversary proceeding).

2. Unless stayed, the Related Party Claims, and particularly the Pending Actions, will eviscerate the fundamental goals of this bankruptcy case and of the Bankruptcy Code itself.
3. The Bankruptcy Code provides for stays of litigation to avoid precisely this inequitable and value-destroying dynamic. In the wide range of situations to which it applies, the automatic stay provided by § 362(a) of the Bankruptcy Code allows “the bankruptcy court to centralize all disputes concerning property of the debtor’s estate in bankruptcy court so that reorganization can proceed efficiently, unimpeded by uncoordinated proceedings in other arenas.” *Shugrue v. Air Line Pilots Ass’n, Int’l (In re Ionosphere Clubs, Inc.)*, 922 F.2d 984, 989 (2d Cir. 1990); see also 11 U.S.C. § 362(a). And § 105(a) of the Code empowers this Court to stay actions that will frustrate a successful reorganization even if those actions are not automatically stayed by § 362 or if the application of § 362 is unclear or disputed.
4. The Debtor therefore respectfully requests that the Court enter an injunction extending the automatic stay in its bankruptcy to protect its President. The Debtor asks that this Court stay the Related Party Claims, as not doing so will drown the Debtor and most certainly frustrate its successful reorganization. This is a paradigmatic case for a § 105(a) injunction extending the automatic stay.

County of Kings seeking a judgment against Dennis C. Bruce in the sum of \$954,257.50 with interest from May 19, 2023 plus costs, disbursements, and attorney’s fees.

Breakout Capital, LLC vs. Bruce, Dennis, Case no. CL-2023-0010391, Judgment No. 654472, filed on July 18, 2023 by Matthew Devendorf, Attorney in Fact for Dennis Bruce, in the Circuit Court of Fairfax County, Virginia, confessing judgment in favor of Breakout Capital, LLC for \$667300.00 with interest at 6% from May 18, 2023 and attorney fees of \$1,000.00. Judgment was entered on July 24, 2023.

Kyle Enterprises, LLC, d/b/a Millennium vs. Dennis Bruce, filed as case no 2023CV000557 in the Circuit Court of Wisconsin, Walworth County seeking recovery of \$11,697.39 based on a guaranty of BDC obligations signed by Dennis Bruce.

5. The standard for such an injunction is amply met here. First, the Debtor has a reasonable likelihood of a successful reorganization, if (and likely only if) granted the requested pause of the Pending Actions and any other Related Party Claims. The Debtor has already made great strides towards a successful reorganization through the agreement in principle between the Debtor and its operating lender to structure the Chapter 11 Plan payments necessary to service the debts that will be owed by the Debtor under its confirmed Chapter 11 Plan. If the Debtor can consummate the agreement in principle on that basis, substantial assets can be saved that will be available to service the debt owed to the Defendants and unsecured creditors.
6. Second, absent a stay of the Pending Actions and any other Related Party Claims, the Debtor—and its prospects of successful reorganization—will suffer crushing and irreparable injury. Legal fees will continue to consume the Debtor's assets and dwindling line of credit. The Debtor's President and Founder, Dennis Bruce will be forced to dedicate ever-increasing time and effort to defending the Pending Actions and any other Related Party Claims rather than operating the Debtor's core business to maximize the value of the Debtor's estate.
7. Third, there is little harm caused by granting the requested relief. While there may be a temporary delay, the Defendants' ability to enforce any money judgment against the Debtor is unquestionably stayed by § 362 of the Bankruptcy Code.
8. Because the equities weigh in favor of staying the actions, a stay is warranted in the interest of justice, and this Court should grant the requested relief.

JURISDICTION AND VENUE

9. This adversary proceeding arises in and relates to the Debtor's case pending before this Court under chapter 11 of the Bankruptcy Code.
10. By Public Administrative Order No. 07-AO-16-P, dated December 5th, 2007, the United States District Court for the Northern District of Iowa referred all bankruptcy cases to this Court, under 28 U.S.C. § 157(a).
11. This is a core proceeding under 28 U.S.C. § 157(b) and, under Rule 7008 of the Bankruptcy Rules, the Debtor consents to the entry of a final order by the Court in connection with this adversary proceeding to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.
12. Venue is proper before the Court under 28 U.S.C. §§ 1408 and 1409.

THE PARTIES

13. The Plaintiff, BDC Group, Inc. (“Debtor”), is a business that performs telecommunications work including laying of fiber cable using underground boring, and is headquartered in Hiawatha, Iowa.
14. Defendant Breakout Capital, LLC is a limited liability company organized under the laws of the state of Delaware that loaned the Debtor \$1,000,000.00 in January of 2023 with the loan having been guaranteed by Dennis Bruce.
15. The Defendant Green Note Capital Partners SPV, LLC is a limited liability company organized under the laws of the state of New York that loaned the Debtor \$500,000.00 in February of 2023 and loaned an additional \$250,000.00 in April of 2023 with each loan having been guaranteed by Dennis Bruce.
16. Defendant KYF Global Partners, LLC is a limited liability company organized under the laws of the state of New Jersey that loaned the Debtor \$750,000.00 in January of 2023 with the loan having been guaranteed by Dennis Bruce.
17. Defendant Marlin Capital Solutions, nka PEAC Solutions, is a corporation organized under the laws of the State of Delaware that extended credit to the Plaintiff Debtor in the amount of \$250,000.00 in December of 2022 with the loan having been guaranteed by Dennis Bruce.
18. Defendant Kyle Enterprises, LLC, d/b/a Millennium is a limited liability company organized under the laws of the state of Wisconsin. It is a vendor for Plaintiff and Dennis Bruce guaranteed Debtor’s debt.
19. Defendant Sheets Sterling, Inc. is a corporation organized under the laws of the State of Virginia. It is a vendor of the Plaintiff and Dennis Bruce guaranteed Plaintiff’s debts to Sheets Sterling.
20. Although not named as parties in this adversary proceeding, the Related Party is the Plaintiff Debtor’s President and Founder. He individual guaranteed many loans made to or extensions of credit for Plaintiff.

FACTUAL BACKGROUND

21. In the Pending Action by Breakout Capital, LLC an in personam judgment has been entered against Dennis Bruce that Breakout Capital, LLC is seeking to enforce.
22. The Pending Action by Green Note Capital Partners SPV, LLC is seeking an in personam Judgment against Dennis Bruce, a guarantor of the Debtor’s debt to Green Note Capital Partners.
23. The notes owed by Plaintiff to Defendants are guaranteed by Dennis C. Bruce, President and 100% owner of the Plaintiff.

IMPACT OF PENDING ACTIONS ON DEBTOR'S RESOURCES

24. The Pending Actions have been disruptive to the Debtor's day-to-day conduct of business. The time and energy required to monitor, manage, and direct the Debtor's President's individual responses to the Pending Actions should instead be focused on the Debtor's business operations and formulation of a Chapter 11 Plan of Reorganization.

THE BANKRUPTCY PROCEEDING

25. The Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code in this Court on June 13, 2023.
26. The Debtor continues to operate its business as debtor-in-possession under §§ 1107(a) and 1108 of the Bankruptcy Code.
27. The Debtor seeks to construct a confirmable plan of reorganization that conserves assets of the Debtor's estate so that the debts owed to its major secured creditor, Keystone Savings Bank, can be repaid.

COUNT ONE—PRELIMINARY INJUNCTION STAYING ACTIONS AGAINST GUARANTORS

28. The Debtor repeats and re-alleges the allegations contained in the preceding paragraphs of this Complaint as if fully set forth herein.
29. The Debtor seeks a preliminary injunction under § 105(a) of the Bankruptcy Code to extend the automatic stay to protect Debtor's president from the Related Party Claims.
30. This Court has the jurisdiction and authority to enjoin the Related Party Claims under § 105(a) because the actions will have a direct and substantial impact on the Debtor's estate. The Related Party Claims are, or would be, based on the non-payment of obligations Plaintiff owes to Defendants. The threat (or realization) of judgments against Dennis Bruce may lead to him filing individual bankruptcy to protect himself from garnishment activities. Defending lawsuits against him will distract Dennis Bruce, from operating the business and formulating the Chapter 11 Plan of Reorganization.
31. As explained above, it is likely that there will be a successful reorganization. A stay of the Related Party Claims is essential to this process. There will be no confirmable plan of reorganization without the Dennis Bruce's willingness to agree in principle, and as part of a global resolution, to continue managing the Debtor and to designing a plan of reorganization.

32. Absent a stay of the Related Party Claims, there would be irreparable harm to the Debtor's prospects for reorganization and the bankruptcy estate.
33. The balance of the hardships favors a stay, given that the irreparable harm to the Debtor outweighs any potential harm to Defendants. That the Defendants may have to wait to prosecute the Related Party Claims does not outweigh the potential harm to the Debtor. Indeed, staying the Related Party Claims would preserve the estate's assets and facilitate an equitable resolution of claims in the bankruptcy, which is to the benefit of all stakeholders, including Defendants.
34. An injunction extending the automatic stay to Dennis Bruce is therefore appropriate.
35. No prior application for the relief requested herein has been made to this Court or any other court.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff respectfully requests that this Court enter judgment in its favor and request relief as follows:

- (a) enjoin the Defendants in this adversary proceeding from commencement or continuation of any Related Party Claims while Debtor's bankruptcy is pending;
- (b) extend the automatic stay provided by 11 U.S.C. § 362(a) to protect the Related Party until the final payment is made in the Chapter 11 case;
- (c) enter a temporary restraining order requested in the motion filed in this adversary proceeding contemporaneously with this complaint; and
- (d) grant all such other relief as the Court finds just and equitable.

Dated this 14th day of September, 2023.

Respectfully submitted,

AG & BUSINESS LEGAL STRATEGIES

/s/Joseph Peiffer

Joseph A. Peiffer AT0006160

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ATTORNEY FOR DEBTOR

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 14th day of September, 2023, a copy of the foregoing document was filed with the Clerk of Court for the United States Bankruptcy Court for the Northern District of Iowa using the CM/ECF system, and served electronically on those participants that receive service through the CM/ECF system. The undersigned hereby also certifies that on the 15th day of September, 2023 a copy of the foregoing document was as noted below to the addresses below by first class mail, postage pre-paid and by e-mail as indicated.

Jason Gang
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Signed: /s/ Alex C. Tvedte